Attachment 2

Confidential – Not for Public Inspection

FDT Timeline

Attachment 3

Kramer Affidavit

SWB
April 17, 1998

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PROJECT NO. 16251

INVESTIGATION OF SOUTHWESTERN BELL TELEPHONE COMPANY'S ENTRY INTO THE TEXAS INTERLATA TELECOMMUNICATIONS MARKET	§ § § §	**PUBLIC UTILITY COMMISSION OF TEXAS**

REBUTTAL AFFIDAVIT OF LINDA KRAMER ON BEHALF OF SOUTHWESTERN BELL TELEPHONE COMPANY

634

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In The Matter of Application of SBC Communications Inc., Southwestern Bell Telephone Company, and Southwestern Bell Communications Services, Inc., d/b/a Southwestern Bell Long Distance, for Provision of In-Region, InterLATA Services in Texas	CC Docket No. _____

REPLY AFFIDAVIT OF LINDA D. KRAMER
ON BEHALF OF SOUTHWESTERN BELL TELEPHONE CO.

STATE OF TEXAS)
) **ss.**
COUNTY OF HARRIS)

I, Linda D. Kramer, being of lawful age and duly sworn upon my oath, do hereby depose and state:

PURPOSE OF AFFIDAVIT

1. The purpose of my testimony is to reply to allegations raised by several intervenors concerning SWBT's provisioning of resale, unbundled elements and maintenance and repair services to CLECs through SWBT's Local Operations Center (LOC). As set out in my original affidavit, the LOC supports and is responsible for coordinating the day-to-day provisioning and maintenance and repair activity for CLECs within SWBT's five-state territory.

INP PROVISIONING

2. The LOC acts as the coordination point for turn-up of Interim Number Portability (INP) and Unbundled Network Element (UNE) requests. In its comments in this proceeding, MCI complains that SWBT has failed to properly implement INP, resulting in service outages to MCI customers. MCI alleges that SWBT fails to adequately coordinate cut-overs with MCI, and that SWBT does not have adequate systems, processes and staff in place to ensure that INP is provided without unnecessary service disruption to end-user customers. Martinez Affidavit ¶ 4-10.

3. As set out in great detail in my original affidavit, as well as the affidavits of Mr. Auinbauh and Ms. Lowrance, the provision of INP involves the physical transfer of service from SWBT to the CLEC. This transfer requires a high degree of coordination and cooperation between SWBT and the CLEC to ensure that the transfer is accomplished with minimum disruption to the end-user's service. The following methods to provision this service are followed routinely in the LOC:

    - Upon receipt of the order from the LSC, the LOC Manager places the request INP/UNE on the LOC Scheduler. This ensures that proper LOC personnel are available for the requested time of the conversion.

    - The necessary SWBT organizations are contacted and provided pertinent order number, contact name and number, and conversion dates. Names and numbers of personnel are documented.

    - Forty-eight (48) hours prior to the scheduled conversion, the LOC manager will contact the appropriate work groups to confirm their availability. When confirmation is received from internal work groups, the CLEC is contacted to confirm the conversion date and time.

    - At the scheduled time of turn-up, all involved personnel are contacted to perform the conversion. If SWBT is not ready, the LOC will place the cut in jeopardy and attempt to reschedule with the CLEC. If the end user or CLEC is not ready, the CLEC will contact the LSC to reschedule the due date. The LOC coordinates all INP requests that are over eight (8) telephone numbers or outside of normal hours (8am –

5 p.m., Monday through Friday). UNE services are coordinated both during and outside normal business hours by the LOC.

Both SWBT and CLECs have experienced a learning curve with coordinated conversions. Despite the complexity of this process, SWBT has processed most coordinated conversions properly.

4. MCI claims that since the beginning of 1998, 18 of the roughly 80 local customers MCI has activated through use of INP in Texas have lost service for some period of time as the result of SWBT's INP cut-overs. (Martinez Affidavit at ¶ 4-8; see also, Salemme Affidavit for NEXTLINK at ¶ 20-21). Since MCI filed its reply comments, two more service disruptions have occurred in connection with INP, bringing the total number of MCI complaints to 20. MCI has filed a formal complaint with the Texas Commission concerning these issues. SWBT's reply to MCI's allegations concerning these incidents follows:

5. Four of the twenty MCI complaints involve the same two customers (on Martinez Exhibit A, Customers 2 & 12, and 15 & 19 are the same customer), bringing the total number of problems actually encountered by MCI to 18.

6. In 4 of these 18 cases, SWBT records do not reflect that there was a problem with the coordinated conversions, or that there was any problem attributable to SWBT. In these cases, SWBT's records reflect that for MCI Customer #7, the problem resulted from miscommunication on the part of MCI; Customer #10's CPE equipment was not working; the conversion for Customer #17 occurred as scheduled with no problem; and Customer #18 was a repair situation, and not an INP installation. This brings the total number of problems down to 14.

7. In 10 of the remaining 14 INP orders where service outages did occur, MCI made a due date change within 48 hours of the scheduled conversion. Six of these changes occurred either the day of or after the scheduled due date. While SWBT does not assert that MCI's last-

minute due date changes were the sole cause of problems on all these INP cut-overs, failure to coordinate such changes with SWBT in advance directly increases the opportunities for disruption in service to the end-user. The ramifications of receiving due date changes this late in the process are directly proportional to the size of the cutover. Once an order is input into SWBT's systems everything flows automatically. Any change in the order within such a short time frame can only occur through human intervention. As with SWBT's own retail customers who request service order changes within a short interval of the initial due date, SWBT must attempt to contact all personnel and/or systems processing the conversion, to "stand down" due to late due date changes.

8. The remaining four service interruptions experienced by MCI are attributed solely to SWBT error. All four of these occurred within a one-week time frame. SWBT has implemented changes and provided additional training for the appropriate personnel in response to these situations.

9. Most of the problems relating to INP provisioning have been associated with the service order process as stated in my Affidavit, paragraph 19 as well as the Affidavit of Nancy Lowrance. The coordinated conversion process is characterized by manually imposed interrupts on service order and provisioning processes that would normally flow through SWBT systems automatically. Problems related to manual intervention have been resolved, primarily through making certain that all involved organizations properly follow the procedures in place for associating orders, and for coordinating both internally and with the CLECs.

10. MCI also alleges SWBT fails to make sufficient provisions to provide personnel for after-hour conversions (Martinez Affidavit, at ¶ 7). My original affidavit at ¶ 16-18 addresses specific procedures followed by the LOC to provision an INP conversion and ¶ 29-33

describes specific forecasting methods utilized to ensure proper staffing of the LOC to meet CLEC demands. In addition, the LOC has technicians scheduled outside normal business hours to accommodate after hours cut-overs based on conversions scheduled in the LOC scheduler.

11. Over the past several months, SWBT has identified and implemented many improvements to the INP process. Errors have obviously not been eliminated, but they have been greatly reduced, and SWBT expects the improvement to continue, with the cooperation of CLECs such as MCI. SWBT takes these matters very seriously and has implemented the following improvement processes on INP:

- Initiated an internal weekly INP coordination conference call involving mid-level management for the purpose of identifying the root cause of INP failures and developing solutions in SWBT's five-state region.
- Added an additional manager in the LOC to facilitate coordination of INP orders in an effort to minimize errors created by last minute changes by the customer.
- Added four (4) additional Customer Testing Technicians to accommodate INP order volumes.
- Temporarily assigned two (2) Service Representatives solely to perform quality checks on INP orders to ensure accuracy prior to cut-over date/time.
- Devoted three Customer Service Representatives to schedule all INP orders and perform back-up quality to insure INP cut-overs are planned, coordinated and implemented as requested by the CLEC with no noticeable service interruptions.
- Initiated log procedures to track calls between RCMAC and LSC/LOC to insure adequate communications.
- Provided adequate training to all Market Area Personnel involved in the conversion process on identifying INP orders requiring coordination with CLECs prior to completing the cut by using the appropriate code on the service order request. This ensures that SWBT and the CLEC perform their work simultaneously so that service interruptions are minimal.
- Established a INP/UNE Quality Check Group to ensure INP and UNE orders are processed by the Dallas LSC without errors. Orders will undergo a quality checkpoint ensuring distributed orders are sent throughout the SWBT network and provisioned

correctly. Errors are tracked and subsequently used as a developmental tool for future orders.

- High-level management involvement with all work groups to provide heightened awareness and gain further support for compliance with the overall INP process.

- Provide a supervisor as a single point of contact in the RCMAC, CO, and Translations groups that will be responsible for receiving the LOC calls for coordinating cuts, cancels, etc. in an effort to establish tracking and accountability when errors do occur.

- Establish a Jeopardy code that will automatically stop an order from processing in the system, not allowing completion, when a supplement order has been received.

9. At a hearing before the Texas Commission on April 14th regarding MCI's complaints, MCI and SWBT agreed that, although there was some disagreement concerning the cases submitted by MCI, there were issues that needed to be further addressed within SWBT. MCI indicated to the Commission it would leave its complaint open for 60 days to further evaluate SWBT's provisioning of INP. As is evidenced by the system and process improvements already put into place, SWBT is willing to modify and improve its procedures to meet the needs of both SWBT and the CLECs in providing INP on a timely and efficient basis, with a minimum of disruption to the end-user.

10. AT&T has complained that to reduce service interruptions to the customer at the time of conversion to a UNE based provider, SWBT's technicians must coordinate with CLEC technicians. AT&T claims SWBT has declared that CLECs can expect exactly "nothing" from SWBT in this regard. (Falcone & Krabill Affidavit at ¶ 50; Pfau Affidavit at ¶ 42). As previously stated in this affidavit, SWBT not only recognizes the need for internal as well as external coordination in providing UNE based service, SWBT has implemented extraordinary procedures to fix problems as they occur and prevent further problems. SWBT goes beyond what is required by contract for coordination in an effort to ensure minimal service interruptions to the CLEC's end-user. For example, although SWBT's interconnection agreements require CLECs to initiate the coordination at and during the 48-

hour period prior to a scheduled coordinated conversion, SWBT is most often the party that initiates the coordination.

MAINTENANCE AND REPAIR SERVICES

11. At page 13 of the Cattoor affidavit, KMC alleges that its resale customers have reported "trouble on the line" after they are converted from SWBT's retail service. After it requests SWBT to repair the line, KMC claims "the trouble is cleared up and the report comes back from SWBT that the lines were never out of service." SWBT has no record of any such instances, and KMC provides no specific information that would enable SWBT to investigate this complaint. SWBT notes that converting a SWBT customer to CLEC service is simply a billing change; no installation work is performed in the field. Accordingly, a resale conversion does not provide any opportunity for "trouble on the line" to develop. Thus it is not surprising that SWBT technicians would find no source of trouble on any such lines.

12. AT&T makes a similar allegation at page 42 of its brief, where it claims that once new service is installed by SWBT personnel, CLEC's are more likely to experience a service failure within the first ten days following completion of the order. Since January 1998, SWBT has provisioned 787,530 new connect, change, and transfer orders for CLECs. Of that 22,521 have reported trouble within 10 days of completion. This equates to a percentage of 2.86 per 100 for CLECs. For the same period of time, SWBT averaged 3.35 trouble reports per 100 of its own retail customers. This data directly contradicts AT&T's allegation. In fact, based on this data, SWBT customers are more likely to encounter service trouble than are CLEC resale customers.

13. At page 13 of the Cattoor affidavit, KMC also claims that SWBT representatives have told some of KMC's resale customers that they will "experience problems" if they convert their service to KMC. Once again, KMC has not complained of such an occurrence previously,

and provides no specific information here that would allow SWBT to investigate this complaint. SWBT notes that it has strict policies against such conduct, as set out in its Code of Business Conduct, and that any employee found to have engaged in such conduct is subject to disciplinary action, up to and including dismissal.

14. KMC also complains that SWBT fails to have its "technician or installer" notify KMC when the resale "installation" is complete (Cattoor Affidavit, p. 14). As explained above, a resale conversion is accomplished through a billing change; no "installation" or other fieldwork is required. SWBT technicians do not advise SWBT retail customers when the line installation is complete. Rather, SWBT retail customers are advised to contact SWBT repair service if they do not have dial tone by noon on the due date. The treatment received by KMC in this regard is the same as that accorded to SWBT's own retail customers.

15. Although Mr. Cattoor alleges KMC has experienced numerous delays and errors created by SWBT when installing ISDN service (Cattoor Affidavit, p. 15-16), SWBT has researched this allegation and has found no working ISDN service for KMC. SWBT has not received any complaints from KMC regarding ISDN line installation. This issue is discussed in further detail in the Rebuttal Affidavit of Nancy Lowrance.

16. In the Buckley Affidavit, TEXATEL raises several allegations concerning SWBT's handling of maintenance service requests. Buckley states that the LOC has lost forms, given incorrect information, and failed to provide proper forms (Buckley Affidavit, ¶ 16). The LOC does not provide or utilize forms of any kind. All maintenance requests are handled either through incoming telephone calls to the LOC or via mechanized systems as discussed in the affidavit of Ms. Ham. TEXATEL also complains that SWBT technical personnel dispatched to customer premises are uncooperative. (Buckley Affidavit ¶ 17) Again, TEXATEL fails to provide any specific information that would allow SWBT to investigate what, if anything,

actually occurred in connection with the alleged incident. Complaints of this nature, for both SWBT's retail and wholesale operations, are documented and referred to the Compliance group of SWBT to be dealt with accordingly. No complaints of this nature have been made by either TEXATEL or American Telco to SWBT personnel.

17. American Telco claims that SWBT provides more favorable time frames to its own customers for clearing maintenance problems than it does to CLECs. (Buckley Affidavit, ¶ 15). This is simply not true. The LOC utilizes the same maintenance availability clocks for appointments for CLEC customers that SWBT uses for its retail customers. These clocks give appointments based on force availability and work volume in each geographic area; the identity of the customer is not considered in any respect in the assignment of appointment times.

18. American Telco claims that it has experienced customer conversion delays due to SWBT's failure to follow its own procedures, instructions, and due dates (Buckley Affidavit ¶ 13). Since January 1, 1998 SWBT processed a total of 242,018 resale orders for all CLEC customers, missing a total of 2,583 due dates. Of these orders, 4,356 were processed for American Telco, with a total of 13 misses attributable to SWBT and 31 to American Telco. During this same time frame, a total of 5,351,399 orders were processed for SWBT retail customers, with SWBT failing to meet its due date commitment a total of 53,443 times. These figures equate to a missed appointment rate of .3% for American Telco, as compared to a 1% rate for all CLECs and a 1% rate for SWBT's own retail operations. These figures seem to reflect better service for American Telco rather than parity with SWBT.

19. The Buckley Affidavit (TEXALTEL), in paragraph 13, addresses concerns for the lack of a SWBT conversion process for customers subscribing to Call Notes®. Call Notes® is a product of Southwestern Bell Messaging Systems, Inc. (SMSI), a subsidiary of SBC

Communications Inc. This product is not available for resale from SWBT, and therefore there is no conversion of Call Notes®. A SWBT customer with Call Notes®, wishing to change providers, must purchase Call Notes® directly from SMSI themselves or the CLEC may purchase the product from SMSI in order to provide it to their end users. A CLEC may choose any other voice mail provider or choose to provide this service itself. This is a highly competitive product.

20. Through the Baros affidavit, MCI claims that SWBT's maintenance and repair interfaces are inadequate. (Baros Aff. ¶ 120-21, 128) These interfaces are the same interfaces SWBT uses in its retail and interexchange carrier operations. The one difference is SWBT utilizes the Customer Voice Activated System (CVAS) to handle incoming repair calls in its retail operations. CVAS has been greatly criticized by SWBT retail customers who wish to speak with a human being when they experience trouble with their service. Therefore the LOC was staffed to handle all incoming CLEC calls manually. PUC guidelines require SWBT to answer 90% of all incoming calls to the repair bureau within 20 seconds. This is referred to as the Grade of Service (GOS) and is measured monthly. For 1998, the average GOS was 91.6%. This means 91.6% of all incoming calls were answered within 20 seconds or less. Therefore, the concerns raised in the Baros Affidavit for MCI in regard to the inadequate interface to SWBT for maintenance and repair are unfounded.

21. This concludes my affidavit.

The information contained in this reply affidavit is true and correct to the best of my knowledge and belief.

_____.
LINDA KRAMER

Subscribed and sworn to before me this ___ day of _____, 1998.

_____
NOTARY PUBLIC

My commission expires:

_____

Attachment 4

TPUC Work Session Transcript

TRANSCRIPT OF PROCEEDINGS

BEFORE THE

PUBLIC UTILITY COMMISSION OF TEXAS

AUSTIN, TEXAS

INVESTIGATION OF SOUTHWESTERN BELL TELEPHONE COMPANY'S ENTRY INTO THE TEXAS INTERLATA TELECOMMUNICATIONS MARKET	))))	PROJECT NO. 16251

WORK SESSION
AUGUST 5, 1998

BE IT REMEMBERED THAT AT approximately 3:15 p.m., on Wednesday, the 5th day of August 1998, the above-entitled matter came on for continued hearing at the Offices of the Public Utility Commission of Texas, 1701 North Congress Avenue, William B. Travis State Office Building, Commissioners' Hearing Room, Austin, Texas 78701, before KATHERINE FARROBA, Administrative Law Judge; and the following proceedings were reported by William C. Beardmore, a Certified Shorthand Reporter of:

VOLUME 3 PAGES 132 - 200

alone, if they want those loops to be routed to their switch and at the same time if they wanted INP to be -- you know, INP to be initiated, then they are going to measure the same performance criteria, but they are going to track it by loop only, INP only -- let me start with that -- INP and loop -- is that correct?

Is there something else involved in that? I think we said INP and loop. We are going to measure these two for that category, and for the INP-only category you are still going to measure these two. That's how it's going to be tracked.

JUDGE FARROBA: Loop only.

MR. SRINIVASA: Loop only. Here, there is no -- loop only does not mean that they want the INP, but you are just going to track loop only whether the loop is going to be cutover on time or not.

MR. DYSART: This is Randy Dysart, Southwestern Bell. It means that they didn't order INP with it. It's just a UNE loop.

MR. SRINIVASA: So the

coordinated cutover is for cutting over the loop.

MR. DYSART: If they request coordinated cutover. That's correct.

MR. SRINIVASA: If there is a specific time mentioned in here, which is, say, 3:00 p.m., then it is a flow-through. And then, again, these are measured only for eight or more orders.

JUDGE FARROBA: Is that correct?

MS. CONWAY: This is Candy Conway. Or if it is a requested coordinated conversion.

MR. SRINIVASA: If they requested coordinated conversion for eight or more lines in a given order? In one order or eight --

JUDGE FARROBA: Is it -- as long as there is a request for coordinated --

MS. CONWAY: That's correct. The standard is that eight or more would be considered a coordinated conversion.

If there is a request for a

coordinated conversion less than eight, then that is noted with the FDT of "XX," and we will coordinate that as well.

MR. SRINIVASA: Even if it is less than eight you are going to --

MS. CONWAY: That's correct.

MR. SRINIVASA: If it is noted as NXX.

MS. CONWAY: Right.

MR. SRINIVASA: If it there is eight or more, is it automatically a coordinated cutover?

JUDGE FARROBA: Is that a yes?

MS. CONWAY: This is Candy Conway. Unless it is requested as a flow-through. Okay? Standard is eight or more, but if the CLEC decides that they want to flow -- say you have 100 INPs and they decide they want a flow-through on that, that is a decision that they can make and they can designate a work specific frame due time.

MR. SRINIVASA: Okay. So that would be specified in this field, FDT

Attachment 5

FCC Access Tariff No. 73

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.2 Additional Labor

Additional Labor is that labor requested by the customer on a given service and agreed to by the Telephone Company as set forth in 13.2.1 through 13.2.5 following.

The Telephone Company will notify the customer that Additional Labor Charges as set forth in 13.4 (Rates and charges) will apply before any additional labor is undertaken. Additional Labor Charges apply on a first and additional basis for each half hour or fraction thereof. If more than one technician is involved in the same Additional Labor Project, the total amount of time for all technicians involved will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories.

A call-out of a Telephone Company employee for Additional Labor at a time not consecutive with the Telephone Company's Business Day is subject to a minimum charge of four hours, i.e., when Overtime and/or Premium Time charges apply. (C) (C)

For Testing and Maintenance Services, if the customer elects not to release a circuit during the Telephone Company's Business Day, the Telephone Company will work with the customer to reach a mutually agreed upon time. (N) (N)

13.2.1 Overtime Installation

Overtime installation is that Telephone Company installation effort outside of normally scheduled working hours.

13.2.2 (D)

(D)

confirmed w Bob Royer/ SWBT — chg which would apply to CHC

13.2.3 Stand By

Stand by includes all time in excess of one-half (1/2) hour during which Telephone Company personnel stand by to make installation acceptance tests or cooperative tests with a customer to verify facility repair on a given service.

(This page filed under Transmittal No. 2288)

Issued: July 23, 1993. Effective: September 6, 1993.

1010 Pine Street, St. Louis, Missouri 63101

ACCESS SERVICE

13. Additional Engineering Additional Labor and Miscellaneous Services (M)
(Cont'd)

13.2 Additional Labor (Cont'd)

13.2.4 Testing and Maintenance with Other Telephone Companies

Additional testing, maintenance or repair of facilities which connect to facilities of other telephone companies, is that which is in addition to the normal effort required to test, maintain or repair facilities provided solely by the Telephone Company.

13.2.5 Other Labor

Other Labor is that additional labor not include in 13.2.1* through 13.2.4 preceding, including, but not limited to labor-incurred to extend the Point-of Termination as set (M)
forth in 2.1.4 (Provision of Services) preceding, and labor (T)
incurred to accommodate a specific customer request that (M)
involves only labor which is not covered by any other section of this tariff. (M)

Material and revised material appearing on this page formerly appeared on 5th Revised Page 207.4 of Tariff F.C.C. No. 68.

SOUTHWESTERN BELL TELEPHONE COMPANY

TARIFF F.C.C. NO. 73
2nd Revised Page 13-36
Cancels 1st Revised Page 13-36

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.4 Rates and Charges (Cont'd)

13.4.2 Additional Labor

Additional Labor Periods	USOC	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
(A) Installation			
- Overtime	ALH	$250.00(I)	$100.00(I)
- Premium Time	ALH	300.00(I)	250.00(I)
(B) Stand by			
- Basic Time	ALT	$ 0.00	$115.00(I)
- Overtime	ALT	0.00	140.00(I)
- Premium time	ALT	0.00	170.00(I)
(C) Testing and Maintenance with Other Telephone Companies or Other Labor			
- Basic Time	ALK	$ 85.00(I)	$55.00(I)
- Overtime	ALK	$100.00(I)	$80.00(I)
- Premium Time	ALK	$110.00(I)	$90.00(I)

Rates contained in this transmittal are subject to subsequent adjustment, effective retrospectively back to the transmittal's original effective date, in the event the Commission or a court subsequently authorizes SWBT to correct its rates pursuant to the decision in United States Telephone Association v. FCC (Case No. 97-1469)(slip. op. May 21, 1999)(D.C. Cir.), or pursuant to pending motions, or petitions for reconsideration or waiver (and including, but not limited to, any Application for Review of the letter from Lawrence E. Strickling, Chief, Common Carrier Bureau, FCC, to Dale Robertson, SBC, dated May 18, 1999 which may be filed with the Commission), or in the event of any other adjustment pursuant to an order of the Commission or a court.

(This page filed under Transmittal No. 2763)

Issued: June 1, 1999 Effective: July 1, 1999 (T)